

# PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

## Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

CONTRACT PO NUMBER 2900137  
STANDARD PO NUMBER  
CHANGE ORDER #  
REVISION  
REVISION

TYPE OF CONTRACT: (Check One)

☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED  
☒ PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE

DEPARTMENT  
AIRPORT

FUNDING SOURCE (Percent)

FEDERAL % STATE % CITY 100% OTHER %

DEPARTMENT CONTACT PERSON  
PAMELA MCGINISTER

PHONE NO.  
313.628.2142

CONTRACTOR'S NAME: DETROIT BUILDING AUTHORITY

DATE PREPARED  
10/30/14

CONTRACTOR'S ADDRESS:  
1301 THIRD STREET, SUITE 328  
DETROIT, MI 48226

ENGINEER'S ESTIMATE ☐ CONTRACT ☒ CHANGE ☐  
TOTAL CONTRACT AMOUNT \$240,000.00  
TOTAL CPO AMOUNT \$240,000.00  
CHANGE AMOUNT \$

PHONE NO. 313.224.0174

☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-6004606

MINORITY FIRM ☐ YES ☒ NO

PURPOSE OF CONTRACT: HVAC IMPROVEMENTS AND REPAIRS AT AIRPORT MAIN TERMINAL

CHARGE ACCOUNT: 5003 - 100050 - 000014 - 739990 - 04185 - 000000 - A6000

TIME & DATE IN

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME & DATE IN

REQUESTING DEPARTMENT  
Airport

AUTHORIZED DEPARTMENT REPRESENTATIVE

BUDGET

☒ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

BUDGET DIRECTOR OR DEPUTY

GRANT MANAGEMENT SECTION

☐ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

GRANT ACCOUNTANT

FINANCE DEPARTMENT

☒ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

FINANCE DIRECTOR OR DEPUTY

LAW DEPARTMENT

☒ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

CORPORATION COUNSEL

PURCHASING DIVISION

PURCHASING DIRECTOR

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE DATE

RECEIVED  
NOV 10 2014

11/7/14  
15 JAN - 8 PM 2:02  
CITY OF DETROIT  
FINANCE DEPARTMENT  
PURCHASING DIVISION

COD-PO-15-0799

CITY OF DETROIT  
CONTRACTS SECTION  
LAW DEPARTMENT

Use Only One Set For Each Contract Package

REC Approved FEB 23 2015

FEB 03 2015

**Detroit City Council**  
Legislative Policy Division

TO: Purchasing Division Staff  
FROM: David Teeter  
DATE: February 3, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

The following are contracts that were considered by the City Council at the *Adjourned Session of Thursday, January 29, 2015*.

*The following contracts, purchase orders and other matters were reported to the City Council, by the indicated Standing Committee, at the Adjourned Session of January 29, 2015, and **APPROVED**.*

**Reported by Internal Operations Committee**

87068 Charles S. McEwen \$4,000 INSPECTOR GENERAL  
Submitted in the List for January 27, 2015; Referred to the Adjourned Session  
Correction submitted to the term and contract amount; Approved with ***WAIVER***.

**Reported by Public Health and Safety Committee**

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE  
Walked on to Committee Meeting Jan. 26; Moved to New Business; Moved to Adjourned Session.

**One contract was Reconsidered at the Session of February 3, 2015, that was approved at the Adjourned Session of January 29, 2015**

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE  
Request to Reconsider by Council Member Scott Benson; Reconsideration Approved;  
Vote to consider the Contract **POSTPONED** 1 Week.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

**Reported by the Budget, Finance and Audit Committee:**

No Contracts Reported

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of February 3, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

**Reported by the Internal Operations Committee:**

No Contracts Reported

**Reported by the Neighborhood and Community Services Committee:**

No Contracts Reported

**Reported by the Planning and Economic Development Committee:**

2892521,Amend. Corporate F.A.C.T.S. No. Increase to \$2,135,137 PLAN.&DEVELOPT.  
Submitted in the List and Referred on January 27, 2015; Includes corrections submitted Jan. 30, 2015.

2899854 Detroit Economic Development Corp. \$255,000 PLAN.&DEVELOPT.  
Submitted in the List and Referred on January 27, 2015; Approved with ***WAIVER***.

2899858 Detroit Economic Growth Corp. \$865,837 PLAN.&DEVELOPT.  
Submitted in the List and Referred on January 27, 2015; Approved with ***WAIVER***.

**Reported by the Public Health and Safety Committee:**

2901177 Walker's Heating & Cooling \$149,861.61 TRANSPORTATION  
Submitted in the List for the Week of December 15, 2014.

2897760 Automotive Media d/b/a IM Branded \$33,833 FIRE  
Submitted in the List and Referred January 13, 2015.

2899374,Revenue Comerica Bank Corp. Est. Revenue not indicated POLICE  
Submitted in the List and Referred January 13, 2015.

2900062 (MiDeal) – Motorola Solutions \$7,500,000 **QOL** POLICE  
Submitted in the List and Referred January 13, 2015.

2899331 CTT Equipment \$147,200 TRANSPORTATION  
Submitted in the List and Referred October 28, 2014; Approved November 12, 2014 for \$135,200;  
Correction to Cost, for \$147,200, Referred January 13, 2015.

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of February 3, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

**Reported by the Public Health and Safety Committee:** *continued*

2901820	Crestline Specialties	\$54,000	TRANSPORTATION
	Submitted in the List and Referred January 20, 2015.		
2821497,Ext.	PIE Management (IT services)	No +\$ to \$5,000,000	ADMIN.HEARINGS
	Submitted in the List and Referred January 20, 2015.		
2900137	Detroit Building Authority	\$240,000	AIRPORT
	Submitted in the List and Referred January 20, 2015.		
2900804	Booth Research Group (Promotion Exams)	\$226,000	POLICE
	Submitted in the List and Referred January 20, 2015.		
86955	Tiffany Perry (Victims Assist.Advocate)	\$36,400	POLICE
	Submitted in the List and Referred January 20, 2015.		
2901724	AIS Construction Equipment	\$165,200	PUBLIC WORKS
	Submitted in the List and Referred January 20, 2015.		

*The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

**Referred to Budget, Finance and Audit Committee**

No Contracts Referred

**Referred to Internal Operations Committee**

No Contracts Referred

**Referred to Neighborhood and Community Services Committee**

No Contracts Referred

*The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

**Referred to Planning and Economic Development Committee**

2893571,Ext.	Det.Rescue Mission Ministries	PLANNING & DEVELOPMT.
2893809,Ext.	Cass Comm. Social Services	PLANNING & DEVELOPMT.
2893819,Ext.	Operation Get Down	PLANNING & DEVELOPMT.

**Referred to Public Health and Safety Committee**

No Contracts Referred

*The following items have been HELD for review, discussion or report to the Standing Committees.*

**Internal Operations Committee**

2877416,Chg. Computech Corporation + \$1,015,562.67 to \$2,700,562.67 HUM.RESOURCE  
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry

2877420,Chg. FutureNet Group + \$1,117,011.10 to \$2,802,011.10 HUM.RESOURCE  
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry

2903277 American Society of Employers \$10,270 HUMAN RESOURCES  
Submitted in the List and Referred January 27, 2015.

2903278 Magnet Consulting \$373,830 HUMAN RESOURCES  
Submitted in the List and Referred January 20, 2015.

2903279 Polaris Assessment Systems \$227,997 HUMAN RESOURCES  
Submitted in the List and Referred January 20, 2015.

2903280 Right Management \$405,000 HUMAN RESOURCES  
Submitted in the List and Referred January 20, 2015.

**Public Health and Safety Committee**

2901532 Detroit Building Authority (St. Maint.Build.) \$4,500,000 PUBLIC WORKS  
Submitted in the List and Referred January 13, 2015; Question about new construction.

Oracle Applications - DRMP101 - DRMS Taking the Right Path

File Edit View Window Help

ORACLE

**Selection Criteria**

Budget: COBAMENDED  
Period: JUN.15

Amount Type: Year To Date Extended  
Encumbrance Type: ALL  
Account Level: All

**Funds Available (USD)**

Summary

Account	Budget	Encumbrance	Actual	Funds Available
5003.100050.000000.739990.0418	100,000.00	0.00	0.00	100,000.00
5003.100050.000013.739990.0418	0.00	0.00	1,050.00	(1,050.00)
5003.100050.000014.739990.0418	1,338,296.09	(79,829.86)	(67,232.35)	1,485,358.30

**Encumbrance Amounts**

Request: 2,761

**Account Description**

Airport Improvement-Airport In

**Accounting Flexfield**

FUND: 5003 Airport Improvement  
COST CENTER: 100050 Airport Improvements  
PROJECTS: 000014 Airport Capital OGM  
OBJECT: 739990 Improvement Fund  
APPROPRIATION: 04185 Improvements  
UTILITY: 000000 Undefined Utility Account  
FUNCTION: AG000 Capital Outlays

OK Cancel Clear Help

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Funds Available as of  
Wednesday, November 5, 2014 A.D.

\$1,584,308.30

5003-100050-739990

# City Council Contract Agenda Items Review Checklist

Reviewer:

Date Received:

Date: 10/30/14

Department: Airport

Division: Administration

Dept Head/Contact Person: Jason Watt

Phone No.: 628-2141

Description: Facility improvements/renovations at the Coleman A. Young Airport and related professional fees and costs. Current project is for major improvement to the HVAC system at the passenger terminal facility.

Contract No.: 2900137

PO Type: Professional Service Contract

Est. Value: \$240,000.00

Contract Term (if applicable): 10/30/14 to 12/31/15

Funding: City 100%

State 0%

Federal 0%

Other: \_\_\_\_\_

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Detroit Building Authority

Required Date: ASAP

1. Is the product or service ESSENTIAL to department operations? ☒ Yes ☐ No

If "Yes" please explain why: Existing HVAC is in need of major improvements. Due to fiscal constraints facility maintenance and improvements are behind schedule. Main terminal facility has experienced interruptions in heating and cooling operations for several months. Current contract will facility consistent and reliable HVAC operations.

Consequence of not buying: Continued interruptions in heating and cooling operations.

2. Was the product or service competitively bid? ☐ Yes ☒ No

(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

Detroit Building Authority contract.

3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: \_\_\_\_\_

If answer to #3 is "No" explain why a Co-Op was not considered: n/a

4. Were savings achieved?

☐ Yes Amount \$ \_\_\_\_\_

☐ No n/a

Were additional savings requested? (10%) ☐ Yes ☐ No n/a

5. Does the supplier currently provide other goods and services to the City? ☒ Yes ☐ No

If yes please list: Detroit Building Authority contract.

6. The business being awarded is: New – capital improvements at the Coleman A. Young Intl. Airport.

## CONTRACT OF LEASE

This **Contract of Lease** (the "Contract") made and executed this 31<sup>st</sup> day of July, 2014, by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate of the State of Michigan, organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter the "Authority"), and the **CITY OF DETROIT**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan acting by and through its **COLEMAN A. YOUNG INTERNATIONAL AIRPORT DEPARTMENT** (hereinafter "Department" or the "City");

### **WITNESSETH:**

WHEREAS, the Authority has been incorporated in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining buildings, automobile parking lots or structures, recreational facilities, stadiums and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for the use of any legitimate public purpose of the City; and

WHEREAS, pursuant to the Act, the Authority and the City may enter into a contract or contracts under which the Authority will acquire property contemplated by the terms of the Act and lease the same to the City for a period not to exceed fifty (50) years; and

WHEREAS, pursuant to the Act, the leasing of property by the City to the Authority for the improvement of any building or buildings, automobile parking lots or structures, recreational facilities, stadiums and the necessary site or sites therefor, together with appurtenant properties and facilities, constitutes a benefit to and a legitimate public purpose of the Authority and the City; and

WHEREAS, the City desires to engage the assistance of the Authority to assist Department with facility improvements/renovations at the Coleman A. Young International Airport and related professional fees and costs (the "Project"); and

WHEREAS, the total cost of the Project is estimated to be Two Hundred Forty Thousand and 00/100 (\$240,000.00) Dollars; and

WHEREAS, such funds are currently available for this Project; and



WHEREAS, the City has advised the Commissioners of the Authority that the Project is necessary and advisable to meet the needs of the citizens of the City, and others; and

WHEREAS, the Authority desires to assume management responsibility for the Project.

IT IS THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the mutual covenants hereinafter contained as follows:

ARTICLE I  
Duties of the City

1.01. The City Finance Director shall pay the Authority for all vouchers received from the Authority for work performed and to be performed on the Project, within the time period required for payment under the terms and conditions of any and all contracts assigned by the City to the Authority or entered into by the Authority for the benefit of the City with respect to the Project.

1.02. The City shall execute such other contracts and provide such other information, plans and specifications as the Authority may reasonably require for completing the Project.

ARTICLE II  
Duties of the Authority

2.01. The Authority may require and secure from any contractor undertaking work on the Project necessary and proper bonds to guarantee the performance of said contract, labor and material bonds and shall require Workmens' Compensation, Comprehensive General Liability and Automobile Liability Insurance in such amounts, with such features and in such form as is mutually agreed upon by the parties, or as may be required by law. To the extent permitted by law, the City and the Authority shall be named as additional insureds on all such insurance.

ARTICLE III  
Lease and Leaseback

3.01. In consideration for the management of the Project as herein specified, the City does hereby let and lease the site upon which the Project is to be constructed, as more particularly described in Exhibit A to the Contract (the "Project Site"), to the Authority, to have and to hold for a term commencing on the date of this Contract and ending on a day the date the Project is completed, subject to the provisions of Article VIII and Article IX hereof.

3.02. In consideration of the rentals to be paid by the City for the improvements to be made as specified herein, the Authority does hereby let and

leaseback the Project Site upon which the Project is to be completed to the City; *provided*, however, that the Authority shall retain such leasehold interest in the Project and the Project Site as shall be necessary to complete the Project in accordance herewith during the term described in Section 3.01 hereof.

#### ARTICLE IV Compliance with Law

4.01. The City and the Authority covenant and agree that they will not permit the use of the Project in any manner inconsistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto. The City further covenants and agrees that it will promptly, and at its own expense, make and pay for any and all changes and alterations to the Project which, during the term of this Contract, may be required at any time by reason of local, state or federal laws, and to save the Authority harmless and free from all cost or damage in respect thereto.

#### ARTICLE V Assignment of Residual Leasehold Interest

5.01. On the date the Project is completed, as determined by the Authority, the Authority shall be deemed to have assigned to the City its residual leasehold interest in the Project and the Project Site, or if requested by the City, shall execute a separate assignment of said residual interest in such form and manner as may be approved by the Corporation Counsel of the City, whereupon the terms of this Contract will terminate pursuant to Article VIII hereof, unless otherwise agreed by the Authority and the City.

#### ARTICLE VI Insurance

6.01. The City shall provide and maintain insurance of the type and in the amount customarily provided for other projects of the type here being constructed.

6.02. The City shall have the right, in its sole discretion, to self-insure the Project against any portion or all of the risks which are customarily insured against in projects of the type here being constructed.

6.03. Any funds received by the Authority or the City from any insurance policies, or from self-insurance funds, or otherwise, because of casualty or damage to the Project, shall be used promptly to restore the Project to a condition satisfactory to the Authority and the City. If such funds are not sufficient to so restore the Project, the City shall provide sufficient additional funds therefor in such amounts as the City and the Authority may agree.

ARTICLE VII  
Assignment and Subleasing

7.01. Except for the Authority's assignment of its residual interest as provided for in Section 5.01, the leasehold rights, duties and obligations of the City and the Authority, as specified in this Contract, shall not be assigned, in whole or in part, during the term of this Contract.

7.02. The City may sublease the Project Site in question, or any part of the Project Site or may contract for the use of the Project Site or any part of the Project Site, where the sublease benefits and serves a legitimate public purpose of the City.

7.03. In no event shall any unauthorized assignment or any subleasing release the City from its obligations to pay rent, insurance and the cost of indemnification as provided herein.

ARTICLE VIII  
Term of Contract

8.01. This Contract shall terminate on the day the Authority completes the construction of the Project as described in Exhibit A hereto, or any amendments to Exhibit A, unless otherwise agreed by the Authority and the City.

ARTICLE IX  
Default

9.01. In the event that a party hereto defaults or materially breaches the terms and conditions of this Contract, the non-defaulting party may terminate this Contract upon thirty (30) days prior written notice. The party claiming the right to terminate hereunder shall specify in its written notice the reason(s) underlying the alleged default.

9.02. This Contract may be terminated at any time prior to completion of the Project by the mutual written consent of the parties hereto.

ARTICLE X  
Rent

10.01. Upon execution of the Contract, the City agrees to authorize vouchers to pay all invoices and requests for payment submitted to it by the Authority for all work performed and to be performed pursuant to the Contract and such additional expenses including the reasonable administrative costs of the Authority, as the Authority in its best judgment, deems necessary, in an amount not to exceed Two Hundred Forty Thousand and 00/100 (\$240,000.00 Dollars).

ARTICLE XI  
Indemnification

11.01. To the extent permitted by law, the City agrees to defend, indemnify and hold harmless the Authority, its Commissioners, employees, agents, or representatives from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, fees and expenses of attorneys, expert witnesses and consultants which may be imposed upon, incurred by or asserted against the Authority, arising from any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or nonuse of said Project, or by reason of any act or thing done or not done on, in or about said Project or in relation thereto.

ARTICLE XII  
Access to the Project

12.01. The Authority, its employees, agents or representatives may enter the Project for the purpose of completing the construction of the Project and pending final completion of construction of the Project, the City shall operate and use the facilities thereof in such manner as not to interfere with the construction of the Project by the Authority, its employees, agents or representatives.

ARTICLE XIII  
Condemnation or Destruction

13.01. In the event of condemnation, destruction or damage to any part or all of the Project during the term of the Contract, the City shall have the option to terminate this Contract upon compliance with all reasonable terms and conditions of the Authority.

ARTICLE XIV  
Fair Employment Practices

14.01 Compliance with State and Federal Laws. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal opportunity, including but not limited to, Titles VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations issued pursuant to those Titles (28 C.F.R. Part 42), and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 NO. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 NO. 220), the Authority agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his (or her) hire, tenure, terms, conditions or privileges of employment or hire because of his (or her) religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the

duties of a particular job or position. The Authority recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its contractors.

14.02. Compliance with City Laws. The Authority agrees to comply with all rules and procedures adopted by the Human Rights Department and shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the Contract with respect to his (or her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual orientation.

The Authority shall promptly furnish any information required by the City Human Rights Department pursuant to this Section 14.02.

14.03. Compliance of Contractors. The Authority agrees that it shall notify any of its contractors of its obligations relative to nondiscrimination under this Contract of Lease when soliciting same and shall include the provisions of this Article in any contract, as well as provide the City with a copy of any such contract. With respect to any contract for the procurement of goods and services for the Project, the Authority further agrees to take such action as the City may lawfully direct as a means of enforcing such provisions.

14.04 Anti-Kickback Laws. The Authority shall require that each of its contractors comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874), and shall prohibit such contractors from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractors of the Authority shall be required to insert in their subcontracts substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

14.05 Anti-Bribery. Contractors of the Authority and each of their subcontractors are prohibited from paying or accepting any bribe in connection with securing a contract entered into pursuant to this Contract or in connection with performing under the terms of such a contract. Contractors of the Authority shall insert in their subcontracts substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

14.06. Material Breach. Breach of the covenants in this Article XIV shall be deemed to be a material breach of this Contract.

## ARTICLE XV

### Notices

15.01. All notices, consents, approvals, requests, and other communications ("Notices") required or permitted under this Contract shall be given in

writing and mailed by registered or certified first class mail, postage prepaid, and addressed as follows:

If to the City: City of Detroit Airport Department  
11499 Conner  
Detroit, Michigan 48213  
Attention: Jason Watt

If to the Authority: City of Detroit Building Authority  
1301 Third Street, Suite 328  
Detroit, Michigan 48226  
Attention: Tyrone Clifton

With a copy to: Lewis & Munday, P.C.  
660 Woodward Avenue, Suite 2490  
Detroit, Michigan 48226  
Attention: Reuben A. Munday, Esquire

#### ARTICLE XVI Amendments

16.01. The City and the Authority may, from time to time, consider it in their best interest to change, modify or extend a term, condition or covenant of this Contract of Lease or require changes in the scope of the Project which result in an increase of the City's obligation hereunder. Any such change, addition, deletion, extension or modification, including any increase in the amount of the Authority's compensation, which is mutually agreed upon by and between the City and the Authority shall be incorporated in written amendments to this Contract of Lease ("Amendments"). Such Amendments shall not invalidate this Contract of Lease nor relieve or release the Authority or the City from any of its obligations under this Contract of Lease unless so stated therein.


16.02. No Amendment to this Contract of Lease which increases the financial obligation of the City as stated in Article X hereof shall be effective and binding upon the parties unless it expressly makes reference to this Contract of Lease, is in writing, is signed and acknowledged by duly authorized representatives of both parties, and is approved by the City of Detroit City Council.

#### ARTICLE XVII Additional Provisions


17.01. The Authority covenants that the City, subject to the residual leasehold interest retained by the Authority, shall and may peacefully and quietly have, hold and enjoy the Project for the term herein provided.

IN WITNESS WHEREOF, the CITY and the AUTHORITY by and through their duly authorized officers and representatives have executed this instrument on the day and year first above written.

CITY OF DETROIT BUILDING AUTHORITY, a  
public authority and body corporate

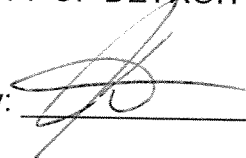
By:   
Isaiah McKinnon

Its: Chairman

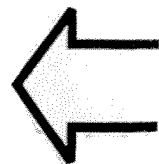
By:   
Christopher T. Jackson

Its: Treasurer

CITY OF DETROIT

By: 

Its: DIRECTOR



APPROVED AS TO FORM:

Lewis & Windup PC  
General Counsel, City of  
Detroit Building Authority

APPROVED AS TO FORM:

[Signature]  
Corporation Counsel for  
the City of Detroit

This Contract of Lease was  
approved by City Council:

On: FEB 03 2015  
Date

Finance Department

No. \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that an  
appropriation has been  
made to cover the  
expense to be incurred  
under this Contract.

\_\_\_\_\_  
Chief Accounting Officer

PURCHASING DEPARTMENT OF  
THE CITY OF DETROIT

Boypie Jackson  
Purchasing Director



## EXHIBIT A

Funds encumbered by this Contract shall be used for improvements/renovations and related professional fees and costs at the Project Site, which is the site of Coleman A. Young International Airport.